

**BROKER and OUT-OF-STATE LICENSEE COOPERATION AGREEMENT
REGARDING KANSAS COMMERCIAL REAL ESTATE**

This Broker and Out-of-State Licensee Cooperation Agreement Regarding Kansas Commercial Real Estate is entered into this _____ day of _____, 20____ by and between _____, a branch or supervising broker licensed in the state of Kansas, and _____, a real estate licensee in good standing licensed in the state or country of _____.

The parties acknowledge that pursuant to K.S.A. 58-3077(a)(1), "commercial real estate" means any real estate for which the present use is other than one to four residential units or for agricultural purposes.

This Broker and Out-of-State Licensee Cooperation Agreement Regarding Kansas Commercial Real Estate shall be for a term beginning on the date of execution of this agreement by both parties and ending _____.

The parties hereby agree to cooperate and share commissions or other compensation for services related to commercial real estate located in Kansas pursuant to the requirements of K.S.A. 58-3077 and the provisions of this agreement as follows:

Required Provisions

1. The out-of-state licensee shall comply with all applicable laws and regulations of the state of Kansas, including laws and regulations relating to advertising and supervision.
2. The out-of-state licensee shall submit to the jurisdiction of the courts of the state of Kansas, the jurisdiction of the Kansas Real Estate Commission and the applicability of the laws and regulations of the state of Kansas for his or her conduct with respect to commercial real estate and any and all claims related thereto.

3. The out-of-state licensee shall give his or her written irrevocable consent to service of process upon such out-of-state licensee by valid service upon the Secretary of State of the state of Kansas and upon the Secretary of State of the state or province of the out-of-state licensee's real estate licensure.
4. Upon execution of this agreement by both parties, the out-of-state licensee shall deliver to the Kansas branch or supervising broker a signed irrevocable consent and a copy of a current certificate of good standing from any jurisdiction in which the out-of-state licensee maintains an active real estate license.
5. All escrow funds, including but not limited to, earnest deposits and security deposits, concerning the commercial real estate shall be held in the state of Kansas in the trust account of the Kansas supervising or branch broker who is the party to this agreement.
6. Any and all compensation earned on any commercial real estate transaction shall be shared between the parties to this agreement as follows:

7. The parties agree to keep each other informed of all showings and negotiations for commercial real estate.
8. The parties agree to furnish to each other copies of all documents related to any commercial real estate transaction required by Kansas law to be retained, including but not limited to, agency disclosures, offers, counter-offers, purchase and sales contracts, leases and closing statements.
9. The Kansas branch or supervising broker shall provide a copy of this Broker and Out-of-State Licensee Cooperation Agreement Regarding Kansas Commercial Real Estate to the Kansas Real Estate Commission within five business days of the execution of this agreement.
10. Other provisions as agreed by the parties:

Kansas branch or supervising broker

Out-of-state licensee